

NOT-FOR-PROFIT DATABASE SUBSCRIPTION AGREEMENT

This DATABASE SUBSCRIPTION AGREEMENT (this "Agreement") is entered into as of the 31st day of January, 2013, by and between Office of Budget and Management City of Chicago (name of organization), by and through Alexandra D. Holt (signatory for organization), (a Municipality and Non-Commercial User (the "User")) and THE COOK COUNTY ASSESSOR'S OFFICE (the "CCAO").

WITNESSETH:

WHEREAS, the CCAO has developed a database which contains data (the "Data") which it makes available on the internet and also makes available in compiled form (the "Database") for a fee, as permitted by law; and

WHEREAS, user is an not-for-profit institution which conducts research in the area of real estate; and

WHEREAS, the User has requested access to and license to use certain portions of the Database for the consideration and on the terms set forth below, and the CCAO has agreed to provide the Database subject to the terms and representations set forth below.

WHEREAS, the CCAO in the spirit of cooperation desires to make the Database available to the User, without charge to use in performing duties necessary to achieve its not-for-profit purpose; and

WHEREAS, the User acknowledges and agrees that access to the Database and/or Assessor Data is conditioned upon the agreement that access is provided as set forth in this Agreement solely for use in performing the not-for-profit functions of the User, and that any other use, alteration, sale, dissemination, lease or transfer of the Database and/or Assessor Data by the User, or by any employee or agent of same, without written consent of the CCAO is strictly prohibited, and shall be deemed to warrant immediate termination of this Agreement, as well as entitle the CCAO to pursue any other remedies to which it is entitled.

NOW, THEREFORE, in consideration of the mutual promises and covenants and the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 2. STATEMENT OF NOT-FOR-PROFIT PURPOSES; RESTRICTIONS ON USE.

For purposes of this Agreement, the User represents and warrants as its not-for-profit purpose for access to the Database and Assessor Data as stated in *Exhibit A* and incorporated herein. The User agrees that access to the Database and/or Assessor Data is conditioned upon and provided as set forth in this Agreement solely for its use in performing its not-for-profit purposes (as described above). Any other use of the Database or Assessor Data, without express written consent of the CCAO, is strictly prohibited, including the display, sale, transfer, lease, dissemination or lease of the Database or Assessor Data in any location or manner in its current form, derivative or altered form, or otherwise. Any such prohibited use shall be deemed to be a breach which warrants immediate termination of this Agreement, as well as entitle the CCAO to pursue any other remedies to which it is entitled. This Section shall survive the termination of this Agreement.

SECTION 3. SUBSCRIPTION AND LICENSE TO DATABASE.

Subject to the terms set forth in this Agreement, the CCAO hereby grants to the User a non-exclusive, non-transferable and limited license to use and access to the Database through one or more IP addresses designated by the CCAO. The User is authorized to download the Database, manipulate the data and use it internally. However, the CCAO is furnishing the Database with all rights reserved and the User acknowledges that the title, copyright and all other rights to the Database remain with the CCAO and/or Cook County.

Neither the User nor any Authorized User (as defined below) shall have any right, title or interest in the Database. Except as provided above, neither the User nor any Authorized User shall copy, reproduce, duplicate, publish, disclose, distribute, license, sub-license, relicense, use as the basis for a derivative database, assign, release, transfer, sell or otherwise make the Database available to any other organization or person in any form or manner whatsoever. The CCAO reserves the right to withdraw from the Database any item or part of an item for which it no longer retains ownership rights or which it has reasonable grounds to believe infringes copyright or is unlawful or otherwise objectionable or for which the CCAO reasonably believes that the User has failed to adequately protect the CCAO's or Cook County's title, copyright and other rights.

SECTION 4. NOT-FOR PROFIT USERS AND AUTHORIZED USERS.

Office of Budget and Management

City of Chicago (name of organization), by and through

Alexandra D. Holt (signatory for organization) is a Not-for-Profit User that wishes to access the Database.

Authorized Users include employees of the Not-For-Profit User who, in compliance with this agreement, have been issued passwords and sign on identification numbers.

This Not-For-Profit User may permit only Authorized Users to access the Database and the Data. For purposes of this Agreement, Authorized Users shall mean only

David J. Miller, Richard Danaher, Christopher Nash

and no other persons whatsoever. This Agreement permits access to the Database by the Not-For-Profit's Authorized Users only and shall not extend to any subsidiary or affiliated entity. Each Authorized User shall be responsible for maintaining the secrecy of usernames and passwords. Each Authorized User agrees to notify the CCAO if a username has been compromised.

SECTION 5. FEES.

The annual fee shall be waived for the User and its Authorized Users.

SECTION 6. SUBSCRIPTION PERIOD.

The subscription period, license and rights granted to the User by this Agreement shall be in effect for a period of twelve (12) months from the date of this Agreement. Notwithstanding the foregoing, this agreement may be terminated by the CCAO at any time and without prior notice. If the User breaches any provision of this Agreement, in addition to any other rights or remedies it may be entitled to, the CCAO may suspend access under this Agreement, without prior notice.

SECTION 7. DISCLAIMER OF WARRANTIES.

The Data is provided "as is" without any warranty or representation whatsoever, including any representation as to accuracy, timeliness, completeness, non-infringement, copyright or trademark rights or disclosure of confidential information. All burdens, including any burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the User. The CCAO and Cook County make no warranties, express or implied, with respect to the Database or any component thereof. There is no warranty to update any of the information provided hereunder. THE CCAO AND COOK COUNTY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) RELATING TO DATABASE, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) OF QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The User acknowledges and accepts responsibility for all use of the Database or any component thereof and recognizes that the Data may contain inaccuracies and is dynamic and in a constant state of maintenance, correction and update which will result in changes during the term of this Agreement.

SECTION 8. RELEASE OF LIABILITY.

THE USER EXPRESSLY AGREES THAT NO MEMBER, OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE CCAO OR COOK COUNTY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, SHALL BE LIABLE, WHETHER INDIVIDUALLY OR PERSONALLY OR OTHERWISE, TO THE USER OR ANY OTHER PERSON OR ENTITY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, FOR ANY LOSS OR CLAIM, INCLUDING BUT NOT LIMITED TO ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USER'S USE OF OR INABILITY TO ACCESS OR USE THE DATABASE OR ANY COMPONENT THEREOF OR ANY INACCURACY OF THE DATA.

SECTION 9. USER INDEMNIFICATION.

The User agrees to indemnify and hold the CCAO, the County and its Commissioners, officers, agents servants and employees and their respective heirs, successors and assigns, harmless from any and all claims, suits, losses, liabilities, costs and expenses, including attorneys' fees, which arise directly or indirectly out of or in connection with the User's use of the Database, or which result from any violation of the provisions of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

SECTION 10. APPLICABLE LAW.

This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. Venue shall be in a court of competent jurisdiction located within the County of Cook, Illinois. The CCAO and the User each acknowledge the existence of state and other applicable law which may impose responsibilities upon either or both of them regarding real estate taxation and other governmental functions. No part of this Agreement has the effect of or is intended to impact any applicable legal duty of either party under existing law, especially the Illinois Property Tax Code, 35 ILCS 200/1 et seq.

SECTION 11. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, in relation to the matters dealt with herein. —There are no representations, warranties, collateral agreements or conditions to this Agreement, except as expressly stated in this Agreement.

(b) The section headings are for reference and information purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. References to singular shall include the plural and to plural shall include the singular. References to a person shall include a corporate or government body. Words such as “including” and similar expressions shall not be read as words of limitation.

(c) The CCAO and/or Cook County shall not be liable or deemed in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstances beyond their reasonable control, including acts of God, war, embargoes, fire, flood, accidents, strikes, shortages of transportation facilities, telecommunications facilities or software programs. In the event of default by the CCAO and/or the County, damages shall be limited to the fees paid by the User hereunder.

(d) If any term or condition hereof is found by a court or administrative body to be invalid or unenforceable, the remaining terms and conditions hereof shall remain in full force to the maximum extent of the law.

(e) This Agreement shall not be assignable by the User, directly or indirectly, without the prior written consent of the CCAO.

* * * * *


IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the date first written above.

COOK COUNTY
ASSESSOR'S OFFICE

Chief Deputy Assessor
Cook County Assessor's Office

Title
Telephone Number
E-Mail

Title
Telephone Number
E-Mail



Title Budget Director
Telephone Number 312-744-3320
E-Mail

Exhibit A
Statement Of Not-For-Profit Purpose

Insert statement here (purpose of study etc.)

The signator(s) shall:

- 1. Treat the un-aggregated CCAO data as confidential and will not publish, sell or use the data for solicitation/commercial purposes;*
- 2. Not distribute or otherwise cause the un-aggregated CCAO data to be published and/or disclosed in whole or in part;*
- 3. Not use, modify, copy, distribute, publish or otherwise disclose the aggregated or un-aggregated CCAO data for any purpose other than for the purpose stated herein; and*
- 4. Make available, without charge, any publications and/or reports generated from the data to the CCAO.*